



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

September 10, 2013

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

28 September 10, 2013

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE COOPERATIVE AGREEMENT FOR  
BADILLO STREET AT ORANGE AVENUE  
TRAFFIC SIGNAL MODIFICATION PROJECT AND  
ADOPT RESOLUTION 3939 FOR ALLOCATION OF AID-TO-CITIES FUNDS  
CITY OF WEST COVINA – COUNTY OF LOS ANGELES  
UNINCORPORATED COMMUNITY OF CITRUS  
(SUPERVISORIAL DISTRICT 1)  
(4 VOTES)**

### **SUBJECT**

This action is to approve the cooperative agreement between the City of West Covina and the County of Los Angeles to provide financing and delegation of responsibilities for the modification of the existing traffic signal at the intersection of Badillo Street and Orange Avenue along with other appurtenant work, and adopt the resolution approving County of Los Angeles allocation of City of West Covina Aid-to-Cities funds in the amount of \$532 for the project. The project will be administered by the County.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the Badillo Street at Orange Avenue Traffic Signal Modification project is categorically exempt from the California Environmental Quality Act.
2. Adopt Resolution 3939 to approve County of Los Angeles allocation of City of West Covina Aid-to-Cities funds in the amount of \$532 for the project.

3. Approve the project and instruct the Chairman of the Board to sign the cooperative agreement between the City of West Covina and the County to provide financing and delegation of responsibilities for modification of the existing traffic signal at the intersection of Badillo Street and Orange Avenue, including pavement markings and striping. The total project cost is estimated to be \$317,200 with the City of West Covina's jurisdictional share estimated to be \$158,600 and the County's jurisdictional share estimated to be \$158,600.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to obtain approval of the project and to instruct the Chairman of the Board to sign the cooperative agreement with the City and County for modification of the existing traffic signal at the intersection of Badillo Street and Orange Avenue.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). By installing a traffic signal, residents of the City and nearby unincorporated County communities who travel on Badillo Street and Orange Avenue will benefit with enhanced traffic safety and improved quality of life.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$317,200 with the City's share estimated to be \$158,600 and the County's share estimated to be \$158,600. In addition to the construction contract cost, the total project cost includes the cost of plans, specifications, consultant services, survey, material testing, construction engineering, inspection, contract administration, change order contingency, contribution to the Contract Cities Liability Trust Fund, and other County services.

The City's jurisdictional share of the project cost will be financed by a credit of County Aid-to-Cities (ATC) funds in the amount of \$532, which is allocated to the City and on account with the County, and by depositing other City funds in the amount of \$158,068. The County's anticipated expenses for the ATC program are budgeted annually in the Road Fund Budget administered by Public Works.

The necessary funds required to finance the County's share are included in the First Supervisorial District's Road Construction Program in the Fiscal Year 2013-14 Road Fund Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed cooperative agreement has been approved, as to form, by County Counsel and executed by the City.

Sections 1685 and 1803 of the California Streets and Highways Code provide that the Board of Supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purpose of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provision of Section 6500 et seq. of the Government Code.

The County proposes to administer a City-County cooperative project to modify and upgrade the existing traffic signal at the intersection of Badillo Street and Orange Avenue that is jurisdictionally shared between the City and the County. The cooperative agreement provides for the County to perform the preliminary engineering and administer a construction contract for the project with the City and County to finance their respective jurisdictional shares of the project costs. The City's actual share will be based upon a final accounting of expenditures after completion of the project. The project is scheduled to begin construction in the spring of 2014 and be completed in the summer of 2014.

ATC is authorized by Sections 1680-1684 and 1686 of the California Streets and Highways Code providing that the Board of Supervisors may, by a resolution adopted by a four-fifths vote of its members, determine that certain types of road improvements are of general County interest and that County-aid shall be extended therefore. The County's ATC program is governed by policies adopted by the Board on September 28, 1982, Synopsis 69, and on March 20, 1990, Synopsis 40. The 1982 policy provided for a portion of the County's gasoline tax funds to be apportioned annually to cities in accordance with a prescribed formula. The 1990 Board action revised the policy for the Fiscal Year 1989-90 ATC funds allocations, directing the funds be allocated to cities for the following purposes: (1) Regional Traffic Signal Synchronization projects; (2) Transportation Systems Management and Congestion Management projects that improve regional traffic mobility; and (3) design, acquisition of right-of-way, and construction of city streets on the County Highway Plan that are of general County interest and regional significance providing that the regional priorities in 1 and 2 are met to the satisfaction of the Director of Public Works.

County ATC apportionments were discontinued in Fiscal Year 1990-91. However, some cities have unclaimed ATC allocations from preceding years on account with the County. The City has cooperated in the implementation of regional Traffic Signal Synchronization projects, Transportation Systems Management, and Congestion Management projects. Badillo Street is on the County Highway Plan and is of general County interest and regional significance. Therefore, we have determined that the proposed use of ATC funds meets all of the Board's previously adopted criteria for use of ATC funds. The requested amount of \$532 represents all of the City's remaining ATC funds.

## **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Section 15301(c) of the California Environmental Quality Act Guidelines and Class 1(x), Subsections 2 and 22 of the Environmental Reporting Procedures and Guidelines adopted by the Board. These exemptions provide for modification of existing traffic signal systems and maintenance of existing roadway facilities.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Modification of the existing traffic signal at the intersection of Badillo Street and Orange Avenue is needed and is of general County interest. This project will enhance the quality of life for motorists and pedestrians who travel on these streets.

**CONCLUSION**

Please return one adopted copy of this letter, two originals of the cooperative agreement, and two originals of the resolution to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:JTW:dg

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

**RESOLUTION 3939  
ALLOCATION OF CITY OF WEST COVINA  
AID-TO-CITIES FUNDS**

WHEREAS, the City of West Covina desires to modify the existing traffic signal at the intersection of Badillo Street and Orange Avenue; and

WHEREAS, the City has a credit of Five Hundred Thirty-two and 00/100 Dollars (\$532.00) allocated to it under the County Aid-to-Cities funds from the Fiscal Year 1989-90; and

WHEREAS, the traffic signal improvements are of general County interest; and

WHEREAS, the Board of Supervisors of said County intends to allocate City of West Covina Aid-to-Cities funds in the amount of Five Hundred Thirty-two and 00/100 Dollars (\$532.00) toward the aforementioned project.

NOW, THEREFORE, BE IT RESOLVED, County-aid shall be provided, therefore, to be expended in accordance with all applicable provisions of law relating to funds derived from the Highway Users Tax, in the amount of Five Hundred Thirty-two and 00/100 Dollars (\$532.00), to be made available from the Road Fund for this purpose and that this amount be paid to the City of West Covina for said purpose, and Five Hundred Thirty-two and 00/100 Dollars (\$532.00) of City of West Covina Aid-to-Cities funds is hereby allocated to the aforementioned project provided that immediately upon completion of the project if any portion of said sum shall not have been so used and expended for the work specified, the sum or sums so remaining unexpended shall be returned to the Director of Public Works immediately and deposited in the Road Fund.

The foregoing Resolution was adopted on the 10<sup>th</sup> day of September, 2013, by the Board of Supervisors of the County of Los Angeles and ex-officio of the governing body of all other special assessments and taxing districts, agencies, and authorities for which said Board so acts.



SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By 

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By 

Deputy



## AGREEMENT

THIS AGREEMENT, is made and entered into by and between the CITY OF WEST COVINA, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

## WITNESSETH

WHEREAS, CITY and COUNTY propose to upgrade the traffic signal at the intersection of Badillo Street and Orange Avenue, which includes upgrading traffic signal poles, signal mast arms, controller and service cabinets, highway safety lighting, replacing vehicle heads, and upgrading vehicle detection (which work is hereinafter referred to as TRAFFIC SIGNALS); installation of signing, striping, and pavement markings at the aforementioned intersection (which work is hereinafter referred to as SIGNING AND STRIPING); and cutting back median noses, removal of pedestrian push button posts on the east and west approaches, construction of left-turn pockets for north and south approaches, and curb ramp reconstruction (which work is hereinafter referred to as ROADWAY IMPROVEMENTS); and

WHEREAS, TRAFFIC SIGNALS, SIGNING AND STRIPING, and ROADWAY IMPROVEMENTS together are hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform the PRELIMINARY ENGINEERING, construction inspection and engineering, materials testing, construction survey, and CONSTRUCTION ADMINISTRATION for PROJECT; and

WHEREAS, the sum of COST OF TRAFFIC SIGNALS, COST OF SIGNING AND STRIPING, and COST OF ROADWAY IMPROVEMENTS (as defined in paragraph 1) c., 1) d., and 1) e., of this AGREEMENT) is hereinafter referred to as COST OF PROJECT; and

WHEREAS, CITY is willing to finance 50 percent of COST OF TRAFFIC SIGNALS and COUNTY is willing to finance 50 percent of COST OF TRAFFIC SIGNALS; and

WHEREAS, CITY AND COUNTY are each willing to finance their respective jurisdictional shares of COST OF SIGNING AND STRIPING and of COST OF ROADWAY IMPROVEMENTS as described in paragraph 4) b., below; and

WHEREAS, COST OF PROJECT is currently estimated to be Three Hundred Seventeen Thousand Two Hundred and 00/100 Dollars (\$317,200.00) with CITY'S estimated share being One Hundred Fifty-eight Thousand Six Hundred and 00/100 Dollars (\$158,600.00) and COUNTY'S estimated share being One Hundred Fifty-eight Thousand Six Hundred and 00/100 Dollars (\$158,600.00); and

WHEREAS, CITY and COUNTY are willing to finance their respective shares of COST OF PROJECT within their JURISDICTIONS; and

WHEREAS, CITY proposes to finance its jurisdictional share of COST OF PROJECT by claiming its remaining balance of Aid-to-Cities funds in the amount of Five Hundred Thirty-two and 00/100 Dollars (\$532.00) from the Fiscal Year 1990-91 allocation or preceding years and by depositing One Hundred Fifty-eight Thousand Sixty-eight and 00/100 Dollars (\$158,068.00) in cash funds to COUNTY; and

WHEREAS, Aid-to-Cities funds in the amount of Five Hundred Thirty-two and 00/100 Dollars (\$532.00) are authorized and governed by Sections 1680-1684 and 1686 of the California Streets and Highways Code and are provided to CITY in accordance with all applicable provisions of laws relating to funds derived from the Highway Users Tax; and

WHEREAS, COUNTY is willing to credit the CITY'S Aid-to-Cities funds and accept the CITY'S deposit toward the CITY'S jurisdictional share of COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq., of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1) DEFINITIONS:

- a. JURISDICTION as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated COUNTY areas as mentioned in this AGREEMENT.
- b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost-estimates; right-of-way engineering; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.

- c. COST OF TRAFFIC SIGNALS as referred to in this AGREEMENT shall consist of all costs incurred in connection with the completion of the TRAFFIC SIGNALS including, without limitation, the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct TRAFFIC SIGNALS in accordance with the approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- d. COST OF SIGNING AND STRIPING as referred to in this AGREEMENT shall consist of all costs incurred in connection with the completion of the SIGNING AND STRIPING including, without limitation, the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to complete SIGNING AND STRIPING in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- e. COST OF ROADWAY IMPROVEMENTS as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of the ROADWAY IMPROVEMENTS including, without limitation, the COST OF PRELIMINARY ENGINEERING, COST OF CONSTRUCTION ADMINISTRATION, and all other work necessary to construct ROADWAY IMPROVEMENTS in accordance with approved plans and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- f. COST OF PRELIMINARY ENGINEERING as referred to in this AGREEMENT shall consist of all costs incurred in connection with completion of preliminary engineering including, without limitation, the costs of environmental documentation; design survey, soils report, traffic index, and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include any and all currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- g. COST OF PROJECT as referred to in this AGREEMENT shall mean the sum of COST OF TRAFFIC SIGNALS, COST OF SIGNING AND STRIPING, and COST OF ROADWAY IMPROVEMENTS.



- h. The COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT shall consist of the total of all payments to the contractor(s) for PROJECT and payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.
- i. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, construction engineering, utility relocation and coordination matters, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.
- j. Completion of PROJECT as referred to in this AGREEMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for the purpose of operation and maintenance.

2) CITY AGREES:

- a. To finance 50 percent of COST OF TRAFFIC SIGNALS, the CITY'S share of COST OF SIGNING AND STRIPING; and the CITY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, the amounts of which are to be determined by a final accounting pursuant to paragraph 4) b., below.
- b. To deposit with COUNTY following execution of this AGREEMENT and upon demand by COUNTY One Hundred Fifty-eight Thousand Sixty-eight and 00/100 Dollars (\$158,068.00) to finance its estimated share of COST OF PROJECT (CITY'S PAYMENT) less the Aid-to-Cities funds applied to CITY'S share, the actual amount of which is to be determined by a final accounting pursuant to paragraph 4) b., below. Said demand will consist of a billing invoice prepared by COUNTY and delivered to CITY.
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.

- d. To provide COUNTY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.
- e. Upon receipt of permit application from COUNTY and approval of construction plans for PROJECT, to issue COUNTY any necessary permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION at no cost to COUNTY.
- f. To appoint COUNTY to act as attorney-in-fact for the purpose of implementing the PROJECT within CITY'S jurisdiction and in all things necessary and proper to complete PROJECT.
- g. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. Utility relocation costs for  
CITY-owned utilities shall be borne by CITY. CITY will take all necessary steps to grant, transfer, or assign all of CITY'S prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- h. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION.
- i. Upon completion of PROJECT to maintain in good condition and at CITY'S expense all ROADWAY IMPROVEMENTS and SIGNING AND STRIPING constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

- a. To perform or cause to be performed the PRELIMINARY ENGINEERING, construction administration, right-of-way acquisition and clearance matters and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S share of COST OF PROJECT, which is to finance 50 percent of COST OF TRAFFIC SIGNALS; the COUNTY'S jurisdictional share of COST OF SIGNING AND STRIPING; and the COUNTY'S jurisdictional share of COST OF ROADWAY IMPROVEMENTS, currently estimated to be One Hundred Fifty-eight Thousand Six Hundred and 00/100 Dollars (\$158,600.00), the actual amounts of which are to be determined by a final accounting pursuant to paragraph 4) b., below.
- c. To accept CITY'S PAYMENT and apply Aid-to-Cities funds in the amount of Five Hundred Thirty-two and 00/100 Dollars (\$532.00) to finance the estimated CITY'S share of COST OF PROJECT.
- d. To obtain CITY'S approval of plans for PROJECT prior to soliciting for construction bids.
- e. To solicit PROJECT for construction bids, award and administer the construction contract, perform construction administration, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto.
- f. To ensure that the construction contract for PROJECT provides CITY with all indemnity provisions granted to COUNTY. If COUNTY requires construction contract to name COUNTY as an insured for the PROJECT, then COUNTY will require CITY be named as well. If there are additional premiums required to include CITY'S name in construction contract, COUNTY shall invoice CITY for the additional costs.
- g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.
- h. To furnish CITY with quarterly updates during the PROJECT on the costs expended on the PROJECT to date, including both the projected initial COST OF PROJECT and the actual COST OF PROJECT.
- i. To furnish CITY within one hundred eighty (180) calendar days after project completion a final accounting of the actual COST OF PROJECT,

including an itemization of actual unit costs and actual quantities for PROJECT.

- j. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense, all ROADWAY IMPROVEMENTS and SIGNING AND STRIPING constructed as part of PROJECT within COUNTY'S JURISDICTION.

4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all TRAFFIC SIGNALS constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement 40949 between the CITY and COUNTY.
- b. The final accounting of the actual COST OF PROJECT shall allocate the COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work for SIGNING AND STRIPING and ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within COUNTY'S JURISDICTION. The cost of all work for SIGNING AND STRIPING and ROADWAY IMPROVEMENTS, including all engineering, administration, and all other costs incidental to the work or improvement, located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute COST OF SIGNING AND STRIPING and COST OF ROADWAY IMPROVEMENTS within CITY'S JURISDICTION.
- c. That if at final accounting, CITY'S share of COST OF PROJECT, less the Aid-to-Cities fund applied to CITY'S share, exceeds CITY'S PAYMENT, as set forth in paragraph 2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S jurisdictional share is less than CITY'S PAYMENT, COUNTY shall refund difference to CITY without further action by CITY.
- d. That if CITY'S PAYMENT, as set forth in paragraph 4) c., above, is not delivered to COUNTY office described on the billing invoice prepared by COUNTY and delivered to CITY within sixty (60) calendar days after the date of delivery to CITY of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on

deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.

- e. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.
- f. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address. CITY shall be notified of such changes by invoice prepared by COUNTY and delivered to CITY.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- h. For the portion of PROJECT in CITY'S JURISDICTION, COUNTY hereby assigns all of its right, title, and interest to any unexpired portion of a one-year warranty granted to the COUNTY by the construction contractor constructing PROJECT. CITY agrees to accept said assignment as its sole remedy against COUNTY in connection with defects relating to said PROJECT.
- i. This AGREEMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Shannon Yauchzee  
Director of Public Works  
City of West Covina  
1444 West Garvey Avenue  
West Covina, CA 91790



COUNTY: Ms. Gail Farber  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- k. COUNTY and CITY acknowledge and recognize that the improvements contemplated by this AGREEMENT provide significant benefits with respect to reducing traffic congestion and safety. COUNTY and CITY further acknowledge and recognize the cost of defending claims and lawsuits arising from the improvements contemplated by this AGREEMENT is paid for by public monies and both parties share an interest in reducing the amount of public monies spent on defending claims and lawsuits where possible without prejudicing their respective defenses.
- l. In the event that a claim or lawsuit is brought against COUNTY and CITY based on the allegation that the design, construction, maintenance, or operation of the improvements constructed under this AGREEMENT proximately caused injuries or damage, COUNTY and CITY agree to cooperate as much as possible with respect to defending the claim or lawsuit without causing prejudice to their respective defenses to the claim or lawsuit. Upon receipt of the claim or lawsuit, the COUNTY and CITY, through their respective agents if appropriate, shall promptly investigate the matter. COUNTY and CITY shall then meet and confer promptly regarding whether a joint defense is appropriate or if one party should tender its defense and indemnification to the other party.
- m. In the event that COUNTY and CITY cannot agree regarding a joint defense or a tender of defense and indemnification, COUNTY and CITY agree to meet and confer promptly with respect to entering into a tolling agreement with respect to any claims they may have against each other.
- n. Other than as provided below, neither COUNTY nor any officer nor employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

- o. Other than as provided below, neither COUNTY nor any officer nor employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT, including liability under the Comprehensive Environmental, Response, Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e) of the amended CERCLA, and California Health and Safety Code Section 25364.
- p. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- q. The provisions of this AGREEMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32391 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized by the CITY OF WEST COVINA on July 1, 2013, and by the COUNTY OF LOS ANGELES on September 10, 2013.

COUNTY OF LOS ANGELES



ATTEST:

SACHI A. HAMAI  
Executive Officer of the  
Board of Supervisors of the  
County of Los Angeles

By [Signature]  
Deputy

By [Signature]  
Chairman, Board of Supervisors

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By [Signature]  
Deputy

CITY OF WEST COVINA

By [Signature]  
Director of Public Works

Date 7-1-13

**ADOPTED**  
BY SUPERVISORS

# **28** SEP 10 2013

[Signature]  
SACHI A. HAMAI  
EXECUTIVE OFFICER

ATTEST:

By [Signature]  
City Clerk

APPROVED AS TO FORM:

By [Signature]  
City Attorney

78035